

January 17, 2012
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jack Taylor
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jim Sands
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

[a.](#) Consideration of Appropriation Ordinance A-2 2012 dated December 29, 2011 through January 11, 2012 in the amount of \$957,690.62.

[b.](#) Consideration for approval of the January 3, 2012 City Commission meeting minutes.

4. SPECIAL PRESENTATIONS:

5. UNFINISHED BUSINESS

[a.](#) Consideration to correct the Article and Section numbers in Ordinance G-1105 Smoking in Public Areas. Police Chief Brown Presenting.

[b.](#) Consideration to correct the Article and Section numbers in Ordinance G-1106 Cigarettes and Tobacco Products, Unlawful Acts. Chief Brown Presenting.

6. NEW BUSINESS:

[a.](#) Consideration of renewal of jail services contract for 2012. Chief Brown Presenting

[b.](#) Consideration and approval of lease of City owned land for purpose of the sale of fireworks. Finance Director Beatty Presenting.

[c.](#) Consideration of the 2012 Rolling Meadows rate schedule. Parks & Recreation Director Lazear Presenting.

[d.](#) Consideration to approve Settlement Agreement and Release with the Sheree L. Hemmingway Trust. City Attorney Logan Presenting.

7. COMMISSIONER COMMENTS:

8. STAFF COMMENTS:

9. EXECUTIVE SESSION:

- a. An executive session to discuss personnel issues (City Manager evaluation & contract discussion) to include the City Commission and City Attorney.

10. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-2 2012 dated December 29, 2011 through January 11, 2012 in the amount of \$957,690.62.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI INTERNAL REVENUE SERVICE	MACSS #41061331/ CV103-753	154.85
			FEDERAL WITHHOLDING	36,506.29
			FEDERAL WITHHOLDING	17.46
			FEDERAL WITHHOLDING	374.45
			SOCIAL SECURITY WITHHOLDING	2,808.92
			SOCIAL SECURITY WITHHOLDING	11.17
			MEDICARE WITHHOLDING	3,945.46
			MEDICARE WITHHOLDING	3.86
			MEDICARE WITHHOLDING	43.41
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	2,850.77
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	FIREFIGHTERS AID ASSOCIATION	112.50
		JAN HAMILTON, CH.13 TRUSTEE- c/o CAPIT	JAMES WILSON CASE #11-4000	140.00
		SHEA, CARVER & BLANTON	SHEA, CARVER & BLANTON	214.18
		KANSAS PAYMENT CENTER	KANSAS PAYMENT CENTER	681.31
		JAY W. VANDER VELDE	JAY W VANDER VELDE	2.32
		BERMAN & RABIN, P. A	09LM125	346.69
		FIREMEN'S RELIEF ASSOCIATION	FIREMANS RELIEF	291.60
		GEARY COUNTY SHERIFF	BOOKING FEE DECEMBER 2011	1,630.00
		JUNCTION CITY POLICE	JCPOA	650.00
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	13,271.01
			STATE WITHHOLDING	5.27
			STATE WITHHOLDING	141.88
		KANSAS PUBLIC EMPLOYEES	KPERS #1	1,834.08
			KPERS #1	10.64
			KP&F	14,772.71
			KPERS #2	884.40
		KANSAS STATE TREASURER	KANSAS STATE TREASURER	1,163.00
			KANSAS STATE TREASURER	171.00
			KANSAS STATE TREASURER	7,275.00
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	<u>240.25</u>
			TOTAL:	90,554.48
GENERAL FUND	GENERAL FUND	GEARY COUNTY PUBLIC WORKS	DMIN-ST/MP/SW/BLD M/SAN-JA	<u>9,565.33</u>
			TOTAL:	9,565.33
INFORMATION SYSTEMS	GENERAL FUND	VERIZON WIRELESS	IS Director	53.41
			IS Specialist	53.41
			GVP DECEMBER 2011	80.02
		IMAGING OFFICE SYSTEMS, INC	Onbase Annual Maintenance	7,590.00
			Computer	899.41
			Computers	899.40
		TIGERDIRECT	Computers	899.40
			Computers	899.40
			Computers	899.40
			Computers	899.40
			Computers	899.41
			Computers	899.41
			Computers	899.41
			Computers	899.41
			Computers	899.41
			Computers	899.41
			Computers	<u>899.41</u>
			TOTAL:	17,670.31
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDING	448.44
			MEDICARE WITHHOLDING	104.89
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	334.62
		DAILY UNION	DAILY UNION SUBSCRIPTION 1	106.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GILMORE & BELL, P.C.	THE BLUFFS-SERIES 2006	650.00
		ASSOCIATION OF THE UNITED STATES ARMY	14220-DUES-2012-VERNON, GE	150.00
		VERIZON WIRELESS	CM-210-5380-ACTIVATION-DEC	37.91-
			210-7021=CITY CLERK	53.41
			223-7779=CITY MANAGER	53.41
			210-5380-HR DIRECTOR	333.16
		STAPLES ADVANTAGE	CORK PANEL	113.64
			DRY ERASER,CALCULATOR,INK	55.53
		MUNICIPAL CODE CORPORATION	CODIFICATION	2,712.00
		GOV'T FINANCE OFFICERS	2012 DUES-BEATTY AND SCHNU	340.00
		HIGHLAND CEMETERY ASSOC.	2012-BUDGET-1ST QTR	18,750.00
		KANSAS GAS SERVICE	133 W 7TH-DEC 2011	479.57
			AIRPORT MAINTENANCE BLDG	90.61
			312 E 9TH	1,304.87
			900 W SPRUCE	26.73
			2232 W ASH (WATER TOWER)	26.73
			2245 LACY DR	476.76
			2424 N JACKSON	719.53
			225 W 7TH	207.83
			701 N JEFFERSON	113.14
			1017 W 5TH	26.73
			915 S WASHINGTON	982.52
			2307 N JACKSON	807.18
			2324 1/2 N JACKSON	150.72
			1017 1/2 W 5TH	26.73
			210 E 9TH	569.26
			540 AIRPORT RD	690.28
			1002 W 12TH	1,653.54
		WESTAR ENERGY	2718 INDUSTRIAL-DEC 2011	3,832.17
			900 W 12TH PARK-DEC 2011	16.80
			1222 W 8TH ST SIREN	18.22
			5TH ST PARK	161.60
			5TH ST PARK PALS	132.21
			8TH & JEFFERSON	77.31
			WASHINGTON	46.29
			CHESTNUT&WASHINGTON LIGHTS	91.07
			6&7 BLOCK OF WASHINGTON	139.87
			6TH & ADAMS	126.03
			9TH & WASHINGTON	115.53
			8TH & JACKSON	111.41
			14TH& JACKSON	99.06
			6TH & GARFIELD	129.17
			6TH & EISENHOWER	50.70
			10TH & WASHINGTON	0.00
			6TH & WEBSTER	129.56
			6TH & JACKSON	23.55
			2324 N JACKSON	481.03
			904 N FRANKLIN ST PAL	22.04
			CORONADO PARK SHELTER	60.46
			AIRPORT MAIN BUILDING	302.26
			221 W 7TH	150.28
			225 W 7TH	9.48
			JC BILL	121.40
			MUNICIPAL BUILDING	44.54
			JC ANIMAL SHELTER	227.27
			JC LITTLE THEATRE	36.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			RIMROCK PARK	82.20
			NORTH PARK	22.04
			SOUTH PARK	71.61
			SECOND PORTION OF SOUTH PA	59.21
			FILBY PARK	54.95
			JUNCTION CITY	184.97
			MUNICIPAL BUILDING	2,390.91
			SECOND PORTION OF NORTH PA	104.22
			S BALL PARK CONC	24.13
			CRESTVIEW DRIVE	16.89
			W 5TH TENNIS CT STGE BD	61.32
			5TH & WASHINGTON	1,085.06
			SERTOMA BALL PARK	16.80
			AIRPORT FLASHER LTS	53.29
			CLEARY PARK	314.80
			CORONADO PARK	11.84
			RATHERT FIELD	40.13
			SERTOMA BALL PARK	16.80
			RATHERT FIELD	258.62
			CLEARY PARK PLAYGROUND	20.56
			5TH ST POOL	62.94
			5TH & EISENHOWER	102.95
			1200 N FRANKLIN ST	48.32
			RIMROCK PARK	233.99
			CIVIL DEFENSE SIREN	30.28
			CIVIL DEFENSE SIREN	30.28
			CIVIL DEFENSE SIREN	30.28
			630 1/2 E TORNADO SIREN S	27.79
			ST MARYS CEMETARY	27.79
			200 N EISENHOWER	16.80
			107 S WASHINGTON	17.34
			BLINKER LIGHT	17.34
			701 N JEFFERSON	126.96
			CLEARY COURT	16.80
			915 W 4TH	11.84
			9TH & 100 BLK W 9TH	22.04
			CDR LT 9TH & FILLEY	41.11
			PAWNEE PARK	20.56
			RATHERT FIELD	88.13
			AIRPORT LEASED HANGER	488.03
			INDUSTRIAL PARK	61.66
			540 AIRPORT ROAD	31.00
			15TH & WASHINGTON	17.34
			SPRUCE STREET	16.80
			SPRUCE & BUNKERHILL	18.32
			UTILITY PARKING LOT	49.57
			UTILITY PARKING LOT	49.57
			JEFERSON BETWEEN 6	93.04
			DR MINNICK PARK LOT	93.04
			6TH & MADISON	79.88
			8TH & WASHINGTON	56.56
			210 E 9TH	2,157.32
			6TH & FRANKLIN	58.15
			8TH & JEFFERSON	311.24
			PARKING LOT	74.73
			1020 1/2 W 11TH ST	54.63

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CORONADO TENNIS CT	16.80
			WASHINGTON BRIDGE	95.41
			S OF BALL PARK 2 & 3	16.80
			16TH & WASHINGTON	17.25
			AIRPORT RD & JACKSON S SI	30.64
			1935 NORTHWIND	18.84
			403 GRANT AVE SIREN	19.73
			1935 NORTHWIND	19.80
			8TH & 9TH ST	5.25
			11TH ST	5.25
			703 W ASH ST SIREN	16.80
			1102 ST MARYS RD SIREN	18.48
			312 E 9TH ST	223.07
			2232 W ASH WASTER TOWER	93.65
			BALL PARK ST CONC	155.40
			1002 W 12TH ST	1,126.44
			2245 LACY DR	495.21
			807 N WASHINGTON ST LIGHT	355.36
			615 N WASHINGTON ST LIGHT	195.57
			716 N WASHINGTON ST LIGHT	378.70
			132 N EISENHOWER	17.16
			105 W 7TH ST	195.81
			107 W 7TH ST	176.39
			109 W 7TH ST	166.18
			302 W 18TH ST	233.50
			420 GRANT AVE	83.26
			1419 N JEFFERSON	17.25
			1618 N JEFFERSON	17.07
			2307 N JACKSON	185.85
			915 S WASHINGTON	730.57
			915 S WASHINGTON-GOLF	27.83
			1021 GRANT AVE	19.95
			2800 GATEWAY COURT	47.76
			2301 VALLEY DRIVE	16.00
			US HWY 77 & MCFARLAND	47.86
			2022 LACY DRIVE SIREN	16.80
			1200 S WASHINGTON ST	286.55
			316 N US HIGHWAY 77	16.80
			930 E GUNNER ST	106.33
			701 SOUTHWIND DR SIREN	19.02
			920 E GUNNER ST	104.57
			145 E ASH ST	189.93
			1760 W ASH SIGNAL	40.22
			601 W CHESTNUT ST FLAG	16.80
			600 W 6TH ST	41.38
			14TH & CUSTER SE	16.80
			1121 S US HWY 77	17.69
			401 CAROLINE COURT	92.48
			ST LIGHTS-DECEMBER 2011	23,121.14
KANSAS PUBLIC EMPLOYEES			KPERS #1	381.34
			KPERS #2	178.48
WORKSITE BENEFIT PLAN			JANUARY 2012-FLEX SPENDING	340.00
NEX-TECH			PHONE CHANGES/CM & CHAMBER	207.60
KANSAS MAYORS ASSOCIATION			2012 MAYORS ASSOC. DUES	50.00
CHAMBER OF COMMERCE			CHAMBER OF COMMERCE - RETR	660.00
			TOTAL:	80,041.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	444.98
			MEDICARE WITHHOLDING	104.06
		VERIZON WIRELESS	209-0933=PARKS WORKER	0.00
			209-1306=PARKS WORKER	0.00
			210-7130=PARKS WORKER	33.06
			210-7131=PARKS/REC DIRECTO	53.41
			223-1324=PARKS WORKER	33.06
			307-8579=MIFI	40.01
		GEARY COUNTY PUBLIC WORKS	PARKS-UNLEADED	701.21
			PARKS-DIESEL	139.23
			PARKS-FUEL CHARGE-258. GAL	12.91
		KANSAS PUBLIC EMPLOYEES	KPERS #1	386.72
			KPERS #2	158.78
		KANSAS RECREATION & PARKS	MEMBERSHIP DUES KRPA	64.00
		SAFETYLINE	ORANGE SAFETY VESTS	778.20
			TOTAL:	2,949.63
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	51.69
			MEDICARE WITHHOLDING	388.71
		VERIZON WIRELESS	MEDICARE WITHHOLDING	42.24
			223-1237 (M3)	7.71
			223-1238 (M4)	7.64
			223-1240 (M2)	6.80
			223-1243 (M1)	6.15
			223-7309 (CHIEF STEINFORT)	53.41
		FIRESTONE MASTER CAR SERV	TIRE/MED 1 (ACCIDENT REPAI	98.00
			LABOR/MED 1 (ACCIDENT REPA	7.25
		GEARY COUNTY PUBLIC WORKS	DIESEL FUEL - AMBULANCE	2,072.15
		KANSAS PUBLIC EMPLOYEES	KPERS #1	64.54
			KP&F	2,896.28
		OMNI BILLING	DECEMBER 2011 AMB BILLING	3,875.04
		UNIQUE BODY & COLOR	REPAIR ACCIDENT DAMAGE/MED	2,307.15
			TOTAL:	11,884.76
COUNTY/INS ZONING SVCS	GENERAL FUND	VERIZON WIRELESS	Zoning Administrator	53.41
		GEARY COUNTY PUBLIC WORKS	722- Sort 1	118.74
			722- Sort 2	26.50
			FUEL SURCHARGE 12	3.48
			TOTAL:	202.13
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	125.80
			MEDICARE WITHHOLDING	29.42
		VERIZON WIRELESS	Engineering Assistant	53.41
		GEARY COUNTY PUBLIC WORKS	ENGINEERING-UNLEADED	122.41
			ENGINEERING-FUEL SUR 38@.0	1.90
		KANSAS PUBLIC EMPLOYEES	KPERS #1	157.04
			TOTAL:	489.98
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	242.08
			MEDICARE WITHHOLDING	56.62
		VERIZON WIRELESS	Senior Inspector	53.41
			Inspector	53.41
			Public Works Director	53.41
			IPAD2 - Senior Inspector	40.01
			IPAD2 - Inspector	40.01
		GEARY COUNTY PUBLIC WORKS	726- Sort 1	118.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			726- Sort 2	26.50
			720 - Sort 1	118.73
			720 - Sort 2	26.50
			FUEL SURCHARGE 1/2	3.48
		KANSAS PUBLIC EMPLOYEES	KPERS #1	<u>302.21</u>
			TOTAL:	1,135.10
POLICE	GENERAL FUND	DIGITAL-ALLY	MCROPHONES	200.00
			CASES	175.00
			BATTERIES	607.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	441.19
			SOCIAL SECURITY WITHHOLDIN	1,539.90
			SOCIAL SECURITY WITHHOLDIN	16.49
			MEDICARE WITHHOLDING	1,589.95
			MEDICARE WITHHOLDING	505.29
			MEDICARE WITHHOLDING	3.86
		ASSESSMENT STRATEGIES, LLC	OFFICER PSYCH EVAL-CATHEY	225.00
			OFFICER PSYCH EVAL-HARMS	225.00
			OFFICER PSYCH EVAL-SANDRID	225.00
		EXPRESS POLICE SUPPLY	OFFICER DUTY BELTS	1,525.58
		SUNTRUST EQUIPMENT FINANCE & LEASING C	POLICE SUV'S RADAR UNITS	29,763.41
			SUPPORTING 911 SYSTEM	34,811.47
		VERIZON WIRELESS	PD DECEMBER 2011	1,077.92
		BUD'S WRECKER SERVICE	63196 TOWING FEES UNIT 223	75.00
		STAPLES ADVANTAGE	TONER, CALENDARS, SHARPENE	774.83
			TONER, CALENDARS, SHARPENE	156.97
			3166567235 OFFICE SUPPLIES	232.48
			3166567236 TOWELS,LINER,TP	143.43
		TYLER TECHNOLOGIES, INC	TYLER CONNECT 2012-KRAMER	675.00
			TYLER CONNECT 2012-RILEY	675.00
		JIM CLARK AUTO CENTER	96355 BALANCER UNIT 200	77.78
		KA-COMM	105621 SPEAKER MIC CORD	67.35
			105663 DATA BACKBONE SYSTE	150.00
			105663 DATA BACKBONE SYSTE	150.00
		MIDSTATES ORGANIZED CRIME	MOCIC MEMBERSHIP 2012	200.00
		GEARY COUNTY PUBLIC WORKS	PD FUEL NOVEMBER 2011	7,595.07
		GEARY COUNTY SHERIFF	JAIL EXPENSE DECEMBER 2011	30,000.00
		JUNCTION CITY POLICE	HESTER RETIREMENT PLAQUE	60.25
		KANSAS PUBLIC EMPLOYEES	KPERS #1	550.79
			KPERS #1	1,084.30
			KPERS #1	20.59
			KP&F	16,142.50
			KP&F	1,673.62
			KPERS #2	669.85
		MIKE'S FIRE EXT. SALES	FIRE EXTINGUISHER RECHARGE	42.55
		CHARLES LEITHOFF	2012 EQUIPMENT ALLOWANCE	200.00
		KANSAS SECRETARY OF STATE	NOTARY FEE CHILDS	25.00
		SERVICEMASTER	JAN 2012-JANITORIAL SERVIC	754.00
		WEST PAYMENT CENTER	824200731 CLEAR SUBSCRIPTI	<u>158.55</u>
			TOTAL:	135,287.47
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	123.78
			MEDICARE WITHHOLDING	996.13
			MEDICARE WITHHOLDING	1.17
		VERIZON WIRELESS	209-0124 (STN 2 CAPT)	5.57
			209-0255 (BC)	7.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			209-0668 (STN 1 CAPT)	8.33
		GARAGE DOOR PLACE	SPRINGS/STN 2 GARAGE DOOR	686.36
			LABOR/STN 2 GARAGE DOOR	297.00
		GEARY COUNTY PUBLIC WORKS	DIESEL FUEL - FIRE	1,533.10
			MOTOR FUEL - FIRE	136.41
		KANSAS PUBLIC EMPLOYEES	KPERS #1	64.54
			KP&F	10,343.33
		MIKE'S FIRE EXT. SALES	RECHARGE EXTINGUISHER	44.55
			2 FIRE EXTINGUISHERS/ENGIN	360.00
		WEIS FIRE & SAFETY EQUIP	HYDRAULIC FLUID/RESCUE TOO	<u>160.00</u>
			TOTAL:	14,767.98
STREET	GENERAL FUND	VEOLIA WATER NORTH AMERICA	PUBLIC WORKS	<u>119,178.67</u>
			TOTAL:	119,178.67
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	364.69
			MEDICARE WITHHOLDING	85.29
		JUNGHANS AGENCY	RESTITUTION-11-06053-BARTL	300.00
		AIZPRUA. LAURA	DEC 1 2012	20.00
			DEC 5 2011	15.00
			DEC 12 2011	20.00
			DEC 15 2011	15.00
			DEC 22 2011	15.00
			DEC 22 2011	15.00
			DEC 29 2011	10.00
			JAN 1 2012	10.00
			JAN 5 2012 (2)	20.00
			JAN 9 2012	15.00
		CRISTAL FRAZAR	TT137857-01-BOND REFUND	99.50
		VERONICA VERA	TT139244-01=BOND REFUND	189.00
		MICHAEL R SHELTON	CASE#11-10895-BOND-2012	500.00
		KANSAS PUBLIC EMPLOYEES	KPERS #1	373.14
			KPERS #2	74.30
		CINTAS #451	MATS @ MUNICIPAL COURT	15.35
			MATS @ MUNICIPAL COURT	15.35
		WALMART STORES INC.	RESTITUTION-TT147119-STELT	<u>110.00</u>
			TOTAL:	2,281.62
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	98.03
			MEDICARE WITHHOLDING	22.93
		VERIZON WIRELESS	209-1265 OPERA HOUSE	53.41
		KANSAS PUBLIC EMPLOYEES	KPERS RETIRED	<u>228.00</u>
			TOTAL:	402.37
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	265.94
			MEDICARE WITHHOLDING	62.19
		VERIZON WIRELESS	210-6980=RECREATION DIRECT	53.41
		KEY OFFICE EQUIPMENT	TIME CARDS 2 PACK OF 100	21.98
		KANSAS PUBLIC EMPLOYEES	KPERS #1	184.33
			KPERS #2	59.44
		MASSCO	REFINISH GYM FLOOR	5,212.65
			5- 4GAL. WOOD FLOOR BOND A	448.15
			REFUND FOR FLOOR FINISHING	944.54-
		CINTAS #451	GRAY MAT AT 12TH ST COMMUN	<u>35.15</u>
			TOTAL:	5,398.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	1,704.50
			SOCIAL SECURITY WITHHOLDIN	209.86
			MEDICARE WITHHOLDING	219.52
			ING LIFE INSURANCE & ANNUITY COMPANY	125.00
			JUNCTION CITY FIREFIGHTERS AID ASSOCIA	15.00
			FIREMEN'S RELIEF ASSOCIATION	38.88
			KANSAS DEPT OF REVENUE	628.49
			KANSAS PUBLIC EMPLOYEES	199.86
			KP&F	709.94
			UNITED WAY OF JUNCTION CITY-GEARY COUN	18.00
			TOTAL:	3,869.05
SELF HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	309.79
			MEDICARE WITHHOLDING	72.46
			VERIZON WIRELESS	33.06
			SHH Coordinator	53.41
			SHH Director	36.68
			SHH Construction	386.74
			KPERS #1	892.14
			TOTAL:	892.14
SAFE ROUTES TO SCHOOLS	GRANTS	ALFRED BENESCH & COMPANY	SRTS-OCTOBER 10 11-NOV 13	600.51
			TOTAL:	600.51
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	MEDICARE WITHHOLDING	147.06
			KP&F	1,477.66
			TOTAL:	1,624.72
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	141.77
			SOCIAL SECURITY WITHHOLDIN	126.63
			MEDICARE WITHHOLDING	43.72
			STATE WITHHOLDING	44.05
			KPERS #1	44.80
			TOTAL:	400.97
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	186.91
			MEDICARE WITHHOLDING	43.72
			CASH-WA DISTRIBUTING	156.67
			SOAP, SANITIZER, BLEACH	113.22
			FUEL SURCHARGE	7.00
			223-1084=SPIN CITY MANAGER	53.41
			KPERS #1	86.69
			KPRA CONFERENCE	255.00
			CHEESE BURGERS, GATERADE,	79.68
			WIZARD'S ELECTRONIC SVC	125.00
			TOTAL:	1,107.30
NON-DEPARTMENTAL	MILITARY AFFAIRS/O	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	25.69
			SOCIAL SECURITY WITHHOLDIN	20.16
			MEDICARE WITHHOLDING	6.96
			STATE WITHHOLDING	9.73
			TOTAL:	62.54
MILITARY AFFAIRS	MILITARY AFFAIRS/O	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	29.76
			MEDICARE WITHHOLDING	6.96
			TOTAL:	36.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOUR	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	2,692.04
			SOCIAL SECURITY WITHHOLDIN	1,013.67
			MEDICARE WITHHOLDING	349.95
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	216.87
		JAY W. VANDER VELDE	JAY W VANDER VELDE	3.47
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	1,077.28
		KANSAS PUBLIC EMPLOYEES	KPERS #1	471.17
			KPERS #2	592.75
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	<u>36.65</u>
			TOTAL:	6,608.70
WATER PRODUCTION	WATER & SEWER FUND	JCI INDUSTRIES, INC	REPLACEMNT PUMP	10,459.90
		VEOLIA WATER NORTH AMERICA	WATER	16,238.00
			WATER UTILITY	<u>111,914.33</u>
			TOTAL:	138,612.23
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	810.23
			MEDICARE WITHHOLDING	189.49
		VERIZON WIRELESS	209-1393=METER READER	33.52
			210-6618=METER READER	33.08
			223-1358=CITY TREASURER	53.41
			307-8209=IPAD, Meter Reade	40.01
			307-8254=IPAD, Meter Reade	40.01
		GEARY COUNTY PUBLIC WORKS	WATER-UNLEADED	367.78
			WATER-SURCHARGE 117.5GAL@.	5.88
		KANSAS PUBLIC EMPLOYEES	KPERS #1	434.24
			KPERS #2	481.38
		CINTAS #451	SCRAPER/BROWN MAT	45.26
			UNIFORMS-LANGDON, KENNY	10.23
			SCRAPER/BROWN MAT	28.28
			UNIFORMS-LANGDON, KENNY	<u>10.23</u>
			TOTAL:	2,583.03
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	686.12
			MEDICARE WITHHOLDING	160.45
		KANSAS PUBLIC EMPLOYEES	KPERS #1	477.45
			KPERS #2	<u>283.26</u>
			TOTAL:	1,607.28
WASTEWATER PLANTS	WATER & SEWER FUND	VEOLIA WATER NORTH AMERICA	WASTEWATER	40,996.00
			WASTEWATER UTILITY	<u>136,856.67</u>
			TOTAL:	177,852.67
NON-DEPARTMENTAL	ROLLING MEADOWS GO	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	406.33
			SOCIAL SECURITY WITHHOLDIN	224.06
			MEDICARE WITHHOLDING	77.36
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	153.94
		KANSAS PUBLIC EMPLOYEES	KPERS #1	68.59
			KPERS #2	195.71
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	<u>3.00</u>
			TOTAL:	1,128.99
GOLF COURSE	ROLLING MEADOWS GO	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	330.75
			MEDICARE WITHHOLDING	77.36
		VERIZON WIRELESS	785 223-1419	53.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			785 209-1193	33.06
		PROPANE CENTRAL	PROPANE CENTRAL	165.00
		FARMERS COOP ASSN	DIESEL FUEL	1,587.31
		GEARY COUNTY RWD #4	RURAL WATER	40.60
		KANSAS PUBLIC EMPLOYEES	KPERS #1	132.73
			KPERS #2	252.46
		NCKCN.COM	VIRTUAL DOMAIN	10.00
		SAFETY-KLEEN	PARTS WASHER SOLVENT	153.00
		USGA	USGA CLUB MEMBERSHIP	<u>110.00</u>
			TOTAL:	2,945.68
STORM WATER MANAGEMENT	STORM WATER	KAW VALLEY ENGINEERING, INC	2011 ST MAINTENANCE-JUNCTI	2,310.60
			STORM WTR-DIVERT TO RIVERW	6,150.00
			2011-ST MAINTENANCE-JUNCTI	<u>1,047.50</u>
			TOTAL:	9,508.10
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	VERIZON WIRELESS	226-1588 SHULTE (BLACKBERR	<u>53.41</u>
			TOTAL:	53.41
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	KAW VALLEY ENGINEERING, INC	2011 ST MAINTENANCE-JUNCTI	2,310.60
			2011-ST MAINTENANCE-JUNCTI	<u>1,047.50</u>
			TOTAL:	3,358.10
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	170.71
			SOCIAL SECURITY WITHHOLDIN	80.15
			MEDICARE WITHHOLDING	27.67
		ING LIFE INSURANCE & ANNUITY COMPANY	ING	26.63
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	79.05
		KANSAS PUBLIC EMPLOYEES	KPERS #1	52.32
			KPERS #2	36.01
		UNITED WAY OF JUNCTION CITY-GEARY COUN	UNITED WAY	<u>1.35</u>
			TOTAL:	473.89
SANITATION PICKUP	SANITATION FUND	VEOLIA WATER NORTH AMERICA	SANITATION	<u>108,554.73</u>
			TOTAL:	108,554.73
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	118.31
			MEDICARE WITHHOLDING	27.66
		KANSAS PUBLIC EMPLOYEES	KPERS #1	101.24
			KPERS #2	<u>46.44</u>
			TOTAL:	293.65
FIRE EQUIPMENT RESERVE	FIRE EQUIPMENT RES	WITMER PUBLIC SAFETY GROUP, INC	BOOTS/DIXON	271.00
			SHIPPING ON BOOT EXCHANGE	<u>27.99</u>
			TOTAL:	298.99
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	DEC 2011-WATER BILL DONATI	<u>474.00</u>
			TOTAL:	474.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	318.83
			MEDICARE WITHHOLDING	30.44
		JUNCTION CITY POLICE	JCPOA	20.00
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	114.78
		KANSAS PUBLIC EMPLOYEES	KP&F	<u>146.94</u>
			TOTAL:	630.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	MEDICARE WITHHOLDING	30.44
		KANSAS PUBLIC EMPLOYEES	KP&F	<u>305.85</u>
			TOTAL:	336.29
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING	43.07
			SOCIAL SECURITY WITHHOLDIN	22.94
			MEDICARE WITHHOLDING	7.92
		KANSAS DEPT OF REVENUE	STATE WITHHOLDING	17.19
		KANSAS PUBLIC EMPLOYEES	KPERS #1	<u>21.85</u>
			TOTAL:	112.97
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	SOCIAL SECURITY WITHHOLDIN	33.86
			MEDICARE WITHHOLDING	7.92
		VERIZON WIRELESS	2676881482 DTF PHONE SERVI	43.86
			DTF DECEMBER 2011	80.02
		GEARY COUNTY PUBLIC WORKS	DTF FUEL NOVEMBER 2011	608.56
		KANSAS PUBLIC EMPLOYEES	KPERS #1	42.27
		MICHAEL LIFE	DTF BUY MONEY	1,000.00
		ADVANCED GRAPHIX INC	184845 SIDE DECALS UNIT 21	<u>36.50</u>
			TOTAL:	1,852.99

===== FUND TOTALS =====

01	GENERAL FUND	491,809.98
02	GRANTS	6,986.42
10	SPIN CITY	1,508.27
14	MILITARY AFFAIRS/OLD TROO	99.26
15	WATER & SEWER FUND	327,263.91
17	ROLLING MEADOWS GOLF FUND	4,074.67
18	STORM WATER	9,508.10
19	ECONOMIC DEVELOPMENT	53.41
22	SPECIAL HIGHWAY FUND	3,358.10
23	SANITATION FUND	109,322.27
26	FIRE EQUIPMENT RESERVE	298.99
46	SUNDOWN SALUTE	474.00
47	DRUG & ALCOHOL ABUSE FUND	967.28
50	SPECIAL LE TRUST FUND	1,965.96

GRAND TOTAL: 957,690.62

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 12/29/2011 THRU 1/11/2012

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS-DEC 29 2011-JAN 11 2012-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Junction City

City Commission

Agenda Memo

January 17th, 2012

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager

To: City Commissioners

Subject: Appropriations –A-2 2012

Background: Attached is listing of the Appropriations for -Dec 29 2011-Jan 11 2012

Appropriations –Dec 29-Jan 11 2012 **\$957,690.62**

For Consideration of EFT payments due:

Security Bank of Kansas **\$100,296.65**

Montgomery Comm. **\$660.09**

KDOT **\$290,090.25**

For Consideration of Payment that are due before next commission:

Visa Card **\$32,097.61**

Fuel Bill **\$26,030.00**

Nex-Tech **\$329.84**

Backup material for agenda item:

- b. Consideration for approval of the January 3, 2012 City Commission meeting minutes.

CITY COMMISSION MINUTES

January 3, 2012

7:00p.m.

The regular meeting of the Junction City City Commission was held on Tuesday, January 3, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands and Jack Taylor. Staff present was: City Manager Gerry Vernon, City Attorney Catherine Logan, and City Clerk Tyler Ficken.

PUBLIC COMMENT

John Stewart stated that he is worried about the studies that were approved at the last Commission meeting. Mr. Stewart stated that the Assistant City Manager or Veolia should be able to do this study. Mr. Stewart stated that he would like to know why the contract was broken up into three projects.

Mark Sanders stated that it is obvious that this was really one project. Mr. Sanders stated that Commissioner Taylor in the past requested and was assured that projects would not be broken into smaller expenditures to avoid Commission approval. Mr. Sanders stated that in his opinion, the agreement appears to be open ended; he said that there should be a cap on expenditures.

CONSENT AGENDA

Consideration of [Appropriation Ordinance A-1 2011](#) dated December 15, 2011 through December 28, 2011 in the amount of \$1,269,760.52. Commissioner Taylor moved, seconded by Commissioner Sands to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the [December 20, 2011](#) City Commission Meeting Minutes. Commissioner Taylor moved, seconded by Commissioner Sands to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of [letter of support](#) to Geary County Senior Center for a transportation grant. Commissioner Taylor moved, seconded by Commissioner Sands to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of [R-2659](#) to set a date for public hearing for the creation of a TIF District by Richard L. Edwards, President of Dick Edwards Incorporated. Commissioner Taylor moved, seconded by Commissioner Sands to approve the consent agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

UNFINISHED BUSINESS

Consideration to [rescind water and wastewater professional service contracts](#) (3) with Albert Benesch & Company approved on 12-20-2011. City Manager Vernon Presenting. Commissioner Taylor stated that he approached this item with at the last meeting with the thought of the City holding Veolia responsible for their work, but he would like to see the cost that other companies can do the work for. Mayor Landes stated that he agrees with Commissioner Taylor, but that the lowest bid is not always best. Commissioner Aska stated that he agrees with the previous two points. Commissioner Johnson moved, seconded by Commissioner Taylor to rescind water and wastewater professional service contracts (3) with Albert Benesch & Company approved on 12-20-2011. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of [Ordinance G-1104](#) to amend the present City burning Ordinance to allow for small recreational fires within the City limits. Fire Chief Steinfort presenting. (Final Reading). Commissioner Aska moved, seconded by Commissioner Johnson to approve Ordinance G-1104 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of [Ordinance G-1105](#) smoking within Public Areas of the City. Police Chief Brown presenting. (Final Reading). Commissioner Johnson moved, seconded by Commissioner Aska to approve Ordinance G-1105 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of [Ordinance G-1106](#) regarding the sale, purchase, and possession of tobacco products by a minor. Chief Brown presenting. (Final Reading). Commissioner Sands moved, seconded by Commissioner Taylor to approve G-1106 on final reading. Ayes: Aska, Landes, Johnson, Sands, Taylor. Nays: none. Motion carried.

Consideration of [Ordinance G-1107](#) to amend the Unlawful Noise 220.740 subsection A6. Chief Brown presenting. (Final Reading). Commissioner Sands moved, seconded by Commissioner Aska to approve Ordinance G-1107 on final reading. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

COMMISSION COMMENTS

Commissioner Sands stated that the public needs ideas on Spin City; please contact the Commission or City Manager. Commissioner Sands stated that he is looking forward to participating in the leader's retreat to participate in some long range planning.

Commissioner Johnson stated that the City cannot afford higher taxes.

Commissioner Aska wished all a Happy New Year. Also, on December 27th Geraldine Turner passed away; she was a nice lady with a beautiful smile.

Commissioner Taylor thanked the Mayor and other Commissioners for listening to the citizens; sometimes the Commission and City staff makes mistakes. Commissioner Taylor stated that it is good that the County Commission might consider additional transient guest tax.

Mayor Landes stated that the Commission made a mistake, and serving the people of the City is the number one job. Mayor Landes stated that he has received a lot of e-mails that he has not been able to respond to them all.

STAFF COMMENTS

City Manager Vernon stated that the City finished 2012 very strong and monies from the 2012 budget will be rolled to 2013. City Manager Vernon stated that unaudited numbers will be available soon.

EXECUTIVE SESSION

An executive session to include the Commission, City Manager, City Attorney & City Prosecutor to discuss issues of attorney client privilege. Commissioner Johnson stated that he would not participate in the executive session. Commissioner Sands moved, seconded by Commissioner Aska to adjourn into executive session at 7:33 PM for 20 minutes to discuss issues of attorney client privilege to include the Commission, City Manager, City Attorney & City Prosecutor. Ayes: Aska, Landes, Sands, Taylor. Nays: Johnson. Motion carried. Commissioner Aska moved, seconded by Commissioner Taylor to adjourn from executive session at 7:53 PM were no actions were taken and no decisions were made. Ayes: Aska, Landes, Sands, Taylor. Nays: none. Motion carried.

ADJOURNMENT

Commissioner Aska moved, seconded by Commissioner Sands to adjourn at 7:53 PM Ayes: Aska, Landes, Sands, Taylor. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 17th DAY OF January 2012 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR JANUARY 3, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- a. Consideration to correct the Article and Section numbers in Ordinance G-1105 Smoking in Public Areas. Police Chief Brown Presenting.

City of Junction City

City Commission

Agenda Memo

01-17-12

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: Revision Ordinance G-1105 Smoking in Public Areas

Objective: To correct the Article and Section numbers in Ordinance G-1105 Smoking in Public Areas

Explanation of Issue Ordinance G-1105 was passed on second reading at the January 3, 2012 City of Junction City Commission meeting. An error has since been found in the ordinance. The ordinance was incorrectly assigned to Article IX, Section 220.745 and should be assigned to Article VIII, Section 220.741. The ordinance has been revised with the correct Article and Section numbers.

Budget Impact: There is no impact on the budget.

Alternatives:

1. Approve, Disapprove, Modify or table the request to revise Ordinance G-1105 Smoking in Public Areas.

Recommendation: Staff recommends a motion to approve the revision of Ordinance G-1105,

Suggested Motion:

Move to approve the revision of Ordinance G-1105

Enclosures: Amended Ordinance G-1105

ORDINANCE NO. G-1105

AN ORDINANCE AMENDING TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE, OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS, TO ALLOW FOR THE PROSECUTION OF SMOKING IN PUBLIC AREAS ORDINANCE WITHIN THE MUNICIPAL COURT.

WHEREAS, Violations of the provisions of the Smoking in Public Areas ordinance is a cigarette or tobacco infraction punishable by fine.

WHEREAS, approval of this ordinance will allow for the prosecution of cigarette or tobacco infractions within the Municipal Court.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. **TITLE II, PUBLIC HEALTH, SAFETY AND WELFARE, of the Municipal Code of the City of Junction City, Kansas, is hereby amended by adding the following section:**

SECTION 220.741: Smoking within Public Areas of the City

Definitions. As used in Sections 220.741 and amendments thereto:

(A) "Access point" means the area within a ten foot radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (d) of K.S.A. 21-4010, and amendments thereto.

(B) "Bar" means any indoor area that is operated and licensed for the sale and service of alcoholic beverages, including alcoholic liquor as defined in K.S.A. 41-102, and amendments thereto, or cereal malt beverages as defined in K.S.A. 41-2701, and amendments thereto, for on-premises consumption.

(C) "Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers their services for a nonprofit entity.

(D) "Employer" means any person, partnership, corporation, association or organization, including municipal or nonprofit entities, which employs one or more individual persons.

(E) "Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls, windows or doorways which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid or similar structures. For purposes of this section, the following shall not be considered an "enclosed area": (1) Rooms or areas, enclosed by walls, windows or doorways, having neither a ceiling nor a roof and which are doorways and a roof or ceiling, having openings that are permanently open to the elements and weather and which comprise an area that is at least 30% of the total perimeter wall area of such room or area.

(F) "Food service establishment" means any place in which food is served or is prepared for sale or service on the premises. Such term shall include, but not be limited to fixed or mobile restaurants, coffee shops, cafeterias, short-order cafes, luncheonettes, grills, tea rooms,

sandwich shops, soda fountains, taverns, private clubs, roadside kitchens, commissaries and establishment or operation where food is served or provided for the public with or without charge.

(G) "Gaming floor" means the area of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto, where patrons engage in Class III gaming. The gaming floor shall not include any areas used for accounting, maintenance, surveillance, security, administrative offices, storage, cash or cash counting, records, food service, lodging or entertainment, except that the gaming floor may include a bar where alcoholic beverages are served so long as the bar is located entirely within the area where Class III gaming is conducted.

(H) "Medical care facility" means a physician's office, general hospital, special hospital, ambulatory surgery center or recuperation center, as defined by K.S.A. 65-425, and amendments thereto, and any psychiatric hospital licensed under K.S.A. 75-3307b, and amendments thereto.

(I) "Outdoor recreational facility" means a hunting, fishing, shooting or golf club, business or enterprise operated primarily for the benefit of its owners, members and their guests and not normally open to the general public.

(J) "Place of employment" means any enclosed area under the control of a public or private employer, including but not limited to, work areas, auditoriums, elevators, private offices, employee lounges and restrooms, conference and meeting rooms, classrooms, employee cafeterias, stairwells and hallways, that is used by employees during the course of employment. For purposes of this section, a private residence shall not be considered a "place of employment" unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

(K) "Private club" means an outdoor recreational facility operated primarily for the use of its owners, members and their guests that in its ordinary course of business is not open to the general public for which use of its facilities has substantial dues or membership fee requirements for its members.

(L) "Public building" means any building owned or operated by: (1) The state, including any branch, department, agency, bureau, commission, authority or other instrumentality thereof; (2) any county, city, township, other political subdivision, including any commission, authority, agency or instrumentality thereof; or (3) any other separate corporate instrumentality or unit of the state or any municipality.

(M) "Public meeting" means any meeting open to the public pursuant to K.S.A. 75-4317 et seq., and amendments thereto, or any other law of this state.

(N) "Public place" means any enclosed areas open to the public or used by the general public including, but not limited to: Banks, bars, food service establishments, retail service establishments, retail stores, public means of mass transportation, passenger elevators, health care institutions or any other place where health care services are provided to the public, medical care facilities, educational facilities, libraries, courtrooms, public buildings, restrooms, grocery stores, school buses, museums, theaters, auditoriums, arenas and recreational facilities. For purposes of this section, a private residence shall not be considered a "public place" unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

(O) "Smoking" means possession of a lighted cigarette, cigar, pipe or burning tobacco in any other form or device designed for the use of tobacco.

(P) "Tobacco shop" means any indoor area operated primarily for the retail sale of tobacco, tobacco products or smoking devices or accessories, and which derives not less than 65% of its gross receipts from the sale of tobacco.

(Q) "Substantial dues or membership fee requirements" means initiation costs, dues or fees proportional to the cost of membership in similarly-situated outdoor recreational facilities that are not considered nominal and implemented to otherwise avoid or evade restrictions of a statewide ban on smoking.

(a) No person shall smoke in an enclosed area or at a public meeting including, but not limited to:

(1) Public places.

(2) Taxicabs and limousines.

(3) Restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities.

(4) Restrooms, lobbies, hallways and other common areas of hotels and motels and in at least 80% of the sleeping quarters within a hotel or motel that may be rented to guests.

(5) Access points of all buildings and facilities not exempted pursuant to subsections (d); and

(6) Any place of employment.

(b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.

(c) Notwithstanding any other provision of this section, K.S.A. 21-4011 or K.S.A. 21-4012, and any amendments thereto, the proprietor or other person in charge of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, or a medical care facility, may designate a portion of such adult care home, or the licensed long-term care unit of such medical facility, as a smoking area, and smoking may be permitted within such designated smoking area.

(d) The provisions of this section shall not apply to:

(1) The outdoor areas of any building or facility beyond the access points of such building or facility;

(2) Private homes or residences, except where such home or residence is used as a day care home, as defined in K.S.A. 65-530 and amendments thereto;

(3) A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed 20%;

(4) The gaming floor of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702 and amendments thereto;

(5) That portion of an adult care home, as defined in K.S.A. 39-923, and amendments thereto, that is expressly designated as a smoking area by the proprietor or other person in

charge of such adult care home pursuant to subsection (c) and that is fully enclosed and ventilated.

(6) That portion of a licensed long term care unit of a medical care facility that is expressly designated as a smoking area by the proprietor or other person in charge of such medical care facility pursuant to subsection (c) and that is fully enclosed and ventilated and to which access is restricted to the residents and their guests.

(7) Tobacco shops.

(8) A Class A or Class B club defined in K.S.A. 41-2601 and amendments thereto, which (A) held a license pursuant to K.S.A. 41-2606 et seq. and amendments thereto, as of January 1, 2009, and (B) notified the Secretary of Health and Environment, the Junction City Chief of Police and the Junction City Fire Chief, all in writing and not later than 90 days after the effective date of this ordinance, that it wishes to continue to allow smoking on its premises; and

(9) A private club in designated areas where minors are prohibited.

(e) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to fail to comply with all or any of the provisions of this Section, Section [220.741](#), K.S.A. 21-4009 through 21-4014, and amendments thereto.

(f) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, to allow smoking to occur where prohibited by law. Any such person shall be deemed to allow smoking to occur under this subsection if such person: (1) Has knowledge that smoking is occurring; and (2) acquiesces to the smoking under the totality of the circumstances.

(g) It shall be unlawful for any person to smoke in any area where smoking prohibited by the provisions this ordinance or of K.S.A. 21-4010, and amendments thereto.

(h) Any person who violates any provisions of this ordinance shall be guilty of a cigarette or tobacco infraction punishable by a fine:

(1) Not exceeding \$100 for the first violation;

(2) Not exceeding \$200 for a second violation within a one year period after the first violation; or

(3) Not exceeding \$500 for a third or subsequent violation within a one year period after the first violation.

For purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

(i) Each individual allowed to smoke by a person who owns, manages, operates or otherwise controls the use of any public place, or other area where smoking is prohibited, in violation of subsection (f) shall be considered a separate violation for purposes of determining the number of violations under subsection (h).

(j) No employer shall discharge, refuse to hire or in any manner retaliate against an employee, applicant for employment of customer because that employee, applicant or customer reports or attempts to prosecute a violation of this ordinance or of any of the provisions of K.S.A. 21-4009 through 21-4014, and amendments thereto.

Section 2. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- b. Consideration to correct the Article and Section numbers in Ordinance G-1106 Cigarettes and Tobacco Products, Unlawful Acts. Chief Brown Presenting.

City of Junction City

City Commission

Agenda Memo

01-17-12

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: Revision Ordinance G-1106 Cigarettes and Tobacco Products

Objective: To correct the Article and Section numbers in Ordinance G-1106 Cigarettes and Tobacco Products, Unlawful Acts

Explanation of Issue Ordinance G-1106 was passed on second reading at the January 3, 2012 City of Junction City Commission meeting. An error has since been found in the ordinance. The ordinance was incorrectly assigned to Article IX, Section 220.750 and should be assigned to Article VIII, Section 220.742. The ordinance has been revised with the correct Article and Section numbers.

Budget Impact: There is no impact on the budget.

Alternatives:

1. Approve, Disapprove, Modify or table the request to revise Ordinance G-1106 Cigarettes and Tobacco Products, Unlawful Acts

Recommendation: Staff recommends a motion to approve the revision of Ordinance G-1106.

Suggested Motion:

Move to approve the revision of Ordinance G-1106

Enclosures: Amended Ordinance G-1106

ORDINANCE NO. G-1106

AN ORDINANCE AMENDING TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE, OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS, TO ALLOW FOR THE PROSECUTION OF THE SALE TO, PURCHASE BY OR POSSESSION OF TOBACCO BY A PERSON UNDER 18 YEARS OF AGE.

WHEREAS, approval of this ordinance would reduce the occurrence of underage smoking; and

WHEREAS, violations of subsection (a) would be classified as a class B misdemeanor punishable by a minimum fine of \$200.

WHEREAS, violations of subsection (b) & (c) of the proposed ordinance would allow for a fine of \$25 for the first offense, and additional \$25 for each subsequent offense up to a maximum of \$500; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. **TITLE II, PUBLIC HEALTH, SAFETY AND WELFARE, of the Municipal Code of the City of Junction City, Kansas, is hereby amended by adding the following section:**

SECTION **220.742** Cigarettes and Tobacco Products; Unlawful Acts

It shall be unlawful for any person:

- (a) To sell, furnish or distribute cigarettes or tobacco products to any person under 18 years of age.
- (b) Who is under 18 years of age to purchase or attempt to purchase cigarettes or tobacco products.
- (c) Who is under 18 years of age to possess or attempt to possess cigarettes or tobacco products.
- (d) It shall be a defense to a prosecution under subsection (a) above if: The defendant sold, furnished or distributed the cigarettes or tobacco products to the person under 18 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes or tobacco products.

Penalty

A violation of subsection (a) above is a class B misdemeanor punishable by a minimum fine of \$200. A violation of subsection (b) or (c) above is a cigarette or tobacco infraction for which the fine is \$25 for the first offense, and an additional \$25 for each subsequent offense up to a maximum of \$500. Should the \$500 maximum be reached, each additional offense shall be fined at \$500 per occurrence. In addition to any fines imposed by this subsection, the judge may require the juvenile to appear in court with a parent or legal guardian. Any agent, employees or others

who aid, abet or otherwise participate in any way in the violation of subsection (a) above shall be guilty of and punished as principals violating this ordinance.

Section 2. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2012.

PAT LANDES, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

Backup material for agenda item:

- a. Consideration of renewal of jail services contract for 2012. Chief Brown Presenting

City of Junction City

City Commission

Agenda Memo

01-17-12

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: **2012 Jail Contract**

Objective: Renewal of jail services contract for 2012.

Explanation of Issue The Geary County Sheriffs Office provides jail services for the City of Junction City. The last contractual agreement between the two entities was effective January 1, 2011. The contract was made for one year. Agreement was made under this contract to keep the City of Junction City's compensation for jail services to a level monthly payment of \$30,000. Both entities have agreed to renew the contract with no revisions for the current year. The 2012 contract will expire on December 31, 2012.

Budget Impact: There is no impact on the budget.

Alternatives:

1. Approve, Disapprove, Modify or table the request to renew the 2012 contractual agreement between the Geary County Sheriffs Office and the City of Junction City.

Recommendation: Staff recommends a motion to approve the 2012 contract for jail services.

Suggested Motion:

Move to approve the 2011 contract for jail services

Enclosures: 2012 Contract for Jail Services

AGREEMENT

This agreement is entered into on the 1st day of January, 2012, between the City Commission of Junction City, Kansas, hereinafter referred to as City, and the Board of County Commissioners of Geary County, Kansas, hereinafter referred to as County, and the Sheriff of Geary County, Kansas, hereinafter referred to as "Sheriff".

Purpose and Governing Law

The City and the County are a "municipality" as the same is defined by Kansas law, which shall govern the interpretation of this agreement and the terms used therein, and the subject matter of this agreement.

The City and County further agree that this agreement is mutually beneficial to the parties, is in the best interest of the citizens of the City and the County, and is authorized by Kansas law, K.S.A. 12-2908 et seq., as amended.

By signing this agreement, the County agrees to provide for the incarceration of prisoners arrested for violations of municipal ordinances, or committed by the authority of the Junction City Municipal Court, or by the Geary County District Court in the matter of an appeal from the Junction City Municipal Court, subject to any reservation set out hereinafter.

County Obligations, Exceptions

The County hereby agrees to provide to the City the same quality of services including, but not limited to medical, informational or record-keeping, as it provides for the maintenance of any prisoners which are received by and committed to the care of the Sheriff in fulfillment of his statutory duty as set forth in K.S.A. 19-811, and as those duties are otherwise set forth in applicable statutes, rules and regulations. However, the County

reserves the right to refuse to admit any prisoner brought by the City if said prisoner exhibits signs of physical distress or injury, other noticeable medical conditions, or extreme alcohol inebriation or poisoning, until such prisoner has been attended to and been cleared for admission to the jail by appropriate medical determination. Once committed, City prisoners shall continue to receive such medical care as is reasonably necessary to safeguard such prisoner's health.

City Obligations

In the case that a City prisoner should require outpatient treatment, inpatient hospitalization, or should a medical emergency arise, the City will be consulted about said situation, if practicable, but in any case the City shall be responsible for the payment of any cost involved, by direct payment to the medical providers involved in rendering such services.

In the event of the death of a City prisoner, the City shall reimburse the County for any expense incurred by the County as a result of said death.

The City undertakes to defend any action or proceeding involving the custody of any of its inmates, provided that any such action or proceedings does not arise from any liability for intentional or negligent acts on the part of the County or any officer or employee thereof. The County shall be reimbursed accordingly for any expenses that may incur in connection therewith.

Payment for Incarceration

In return for the above considerations, the City agrees to pay the County the sum of Thirty Thousand Dollars (\$30,000.00) each month, beginning February 1, 2012 and continuing on the first day of each month thereafter for 12 months. These monthly

payments made by the City will include the ordinary medical care and associated treatment for City prisoners by Advanced Correctional Health Care Services at the Geary County Jail with whom the County has a contract. The County will pay Advanced Correctional Health Care Services providers directly for all services provided to City prisoners and will not bill the City for said services.

Duration

It is the intention of the parties that this agreement be for 1 years, subject only to the negotiations between the parties during the annual budgeting process for each party, concerning the financial aspects of this agreement, and other terms and conditions herein.

Notice to be Given

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

Junction City:

City Manager
Municipal Building
7th and Jefferson Streets
Junction City, KS 66441

Geary County:

Rebecca Bossemeyer, County Clerk
Board of County Commissioners of Geary County
Geary County Office Building
200 East 8th Street, P.O. Box 927
Junction City, KS 66441

Sheriff:

Sheriff James A. Jensen
Geary County Sheriff's Department
826 North Franklin Street, P.O. Box 867
Junction City, KS 66441

Effective Date

This agreement shall commence and take effect at midnight, January 1, 2012.

Approved and entered into by the governing body of the City of Junction City, Kansas, this _____ day of January, 2012.

CITY OF JUNCTION CITY, KANSAS

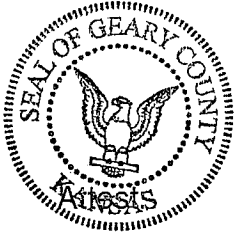
By _____
PAT LANDES, Mayor

Attest:

TYLER FICKEN, City Clerk

Approved and entered into by the governing body of Geary County, Kansas, this
____ day of January, 2012.

BOARD OF COUNTY COMMISSIONERS OF
GEARY COUNTY, KANSAS



By *Larry Hicks*
LARRY HICKS, Chairperson

Rebecca Bossemeyer
REBECCA BOSSEMEYER, County Clerk

GEARY COUNTY SHERIFF

By *James A. Jensen*
JAMES A. JENSEN, Sheriff

Backup material for agenda item:

- b. Consideration and approval of lease of City owned land for purpose of the sale of fireworks. Finance Director Beatty Presenting.

City of Junction City
City Commission
Agenda Memo

January 5, 2011 Meeting

From: Cheryl S. Beatty, Finance Director
To: City Commissioners
Subject: Fireworks Stand Leases

Objective: Consideration and approval of lease of city owned land for purpose of the sale of fireworks.

Explanation of Issue: The City Commission authorized the sale of fireworks within the city limits at end of 2010. Big Daddy Fireworks, LLC has proposed the lease of land from the city for two fireworks again this year. However, he is proposing a lease price of 6th & Franklin for \$3,000 and only \$1,500 for 10th & Washington. He indicated that the sales at 10th & Washington were not strong. Attached are the lease agreements for the following sites:

1. 10th & Washington, Lots 8-9-10 with fireworks stand next to Washington Street.
2. Parking lot on northeast corner of 6th Street & Franklin Street. – West ½ of lot.

Budget Impact: The budgeted to receive \$6,000 in revenue for firework stand leases.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the proposed lease agreements.
2. Disapprove the proposed lease agreements.
3. Modify the proposed lease agreements as stated above.
4. Table the request.

Recommendation: Staff recommends the approval of the lease agreements.

Suggested Motion:

Commissioner _____ moved to approve the lease agreements as proposed from Big Daddy Fireworks, LLC.

Commissioner _____ seconded the motion.

Enclosures: Two lease agreements.

LAND LEASE

This Lease is made and entered on this ____ day of January, 2012, between the City of Junction City, Kansas herein referred to as "Lessor," and Big Daddy Fireworks, LLC, a corporation organized and existing under the laws of the State of Kansas, whose principle place of business is 30 Arapaho, Inman, KS 67502, herein referred to as "Lessee"

Section 1. **Leased Premises.** Lessor leases to lessee, the following real property pursuant to the conditions contained herein, to-wit:

Address- Parking Lot on NE corner of 6th St. and Franklin St.
City, State, Zip – Junction City, KS 66441

Section 2. **Term.** The term of this Lease shall be from June 20, 2012 to July 8, 2012.

Section 3. **Rent.** It is agreed that Lessee shall pay rent to the lessor pursuant to the following. \$3,000

Section 4. **Use of Premises.** Lessee shall use the demised premises exclusively for the purpose of, and limited to the sale of fireworks to the general public. Lessee shall comply with all laws, ordinances, rules and statutes appropriated governmental authorities affecting the sale of fireworks upon the demised premises during the term of the lease.

Section 5. **Utilities.** Lessor shall not provide utility connections.

Section 6. **Taxes.** Lessor shall be solely responsible for all real estate taxes, levied with respect to the premises and any special assessments relating to such premises.

Section 7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, harmless from and against any claims, damages, demands, costs, penalties, suits, fines, legal and investigation fees and expenses arising or related to any claim or action for injury, liability, or damage to any person, the environment, or the demised premises from Lessee's occupancy or use of the demised premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or omission of Lessee, its agents, contractors, employees, or invitees in or about the demised premises, except those arising out of the sole negligence or willful misconduct of Lessor, its officers, agents and employees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials (as defined in Section 16 below) caused by Lessee to be present on, under, or about the demised premises. Lessee's indemnity obligations as set forth in this Section 7 shall survive the expiration or termination of this Lease.

Section 8. **As Is.** Lessee agrees to take the demised premises in its present condition, "AS

IS” and without any improvements or modifications required on the part of Lessor, except as provided in Section 5. Lessor makes no representation or warranty, express or implied in fact or by law, to Lessee as to the condition of the demised premises or the fitness of the demised premises for its intended use by Lessee.

Section 9. **Insurance.** Lessee shall carry insurance against claims for personal injury or death or property damage occurring in or about the demised premises with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars (\$1,000,000) in the event of bodily injury or death of one person and not less than Two Million Dollars (\$2,000,000) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name Lessor as an additional insured by means of an endorsement which states that Lessee’s insurance coverage is primary to all other coverage Lessor may have. Each policy shall also contain a waiver of subrogation rights in favor of Lessor and provide that Lessor be given at least thirty days’ notice before any termination, cancellation or material modification of the policy. Certificates of Insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to the Possession Date. Upon request, Lessee shall provide Lessor copies of any policy required under this Agreement, including all endorsements thereto.

Section 10. **Default.** In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights Lessor may have at law or in equity, Lessor may re-enter the demised premises and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Lease; upon any such cancellation, all rights of Lessee in and to the demised premises shall cease and terminate.

Section 11. **Binding Effect.** This Lease is personal to the Lessee and Lessee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the Lease without the prior written consent of the Lessor, which consent may be withheld in the Lessor’s sole and absolute discretion. Any purported assignment or sublease by Lessee of this Lease shall be void ab initio and a basis for immediate termination of this Lease. In the event that the Lessor shall provide such prior written consent to an assignment or sublease by Lessee, any such assignment or sublease shall not relieve Lessee of its obligations under this Lease. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties hereto and covenants are to be construed as conditions of the Lease.

Section 12. **Right to Enter.** Lessor shall have the right to enter the demised premises to inspect the premises at reasonable times during Lessee’s regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease. Lessor shall also have the right to enter the demised premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure. In addition, Lessor shall have the right to enter the demised premises at any time to respond to any emergency. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the Lessor’s police power.

Section 13. **Governing Laws.** The terms of this Lease shall be interpreted under the laws of the State of Kansas.

Section 14. **Notices.** All notices required herein by or between the parties hereto shall be either hand delivered or deposited in the United States mail, postage prepaid, to the parties at their respective addresses shown below.

Section 15. **Attorney's Fees.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees.

Section 16. **Amendments.** No provision of this Lease may be amended or modified except by an agreement in writing executed by both parties hereto.

Section 17. **Sole Agreement.** This Lease constitutes the sole agreement between the Lessor and the Lessee with respect to the demised premises.

IN WITNESS WHEREOF, the parties have executed the Lease the day and year written above.

LANDLORD:

City Of Junction City, Kansas
700 North Jefferson
Junction City, KS 66441

TENANT:

Big Daddy Fireworks, L.L.C.
30 Arapaho
Inman, KS 67502

By: _____
Mayor

Dated: _____

By: _____
Printed Name: _____

Dated: _____

Phone # 620-728-9494

ATTEST:

Tyler Ficken, City Clerk

LAND LEASE

This Lease is made and entered on this 17 day of January, 2011, between the City of Junction City, Kansas herein referred to as "Lessor," and Big Daddy Fireworks, LLC, a corporation organized and existing under the laws of the State of Kansas, whose principle place of business is 30 Arapaho, Inman, KS 67502, herein referred to as "Lessee"

Section 1. **Leased Premises.** Lessor leases to lessee, the following real property pursuant to the conditions contained herein, to-wit:

Address- Lots 4-10, Junction City Plat consisting of 917 & 921 Washington and 113, 115, 125 East 10th and adjoining Lot 5 that has no assigned address.

City,State,Zip - Junction City, Kansas 66441

Section 2. **Term.** The term of this Lease shall be from June 20, 2021 to July 8, 2012.

Section 3. **Rent.** It is agreed that Lessee shall pay rent to the lessor pursuant to the following.** \$1,500

Section 4. **Use of Premises.** Lessee shall use the demised premises exclusively for the purpose of, and limited to the sale of fireworks to the general public. Lessee shall comply with all laws, ordinances, rules and statutes appropriated governmental authorities affecting the sale of fireworks upon the demised premises during the term of the lease.

Section 5. **Utilities.** Lessor shall not provide utility connections.

Section 6. **Taxes.** Lessor shall be solely responsible for all real estate taxes, levied with respect to the premises and any special assessments relating to such premises.

Section 7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, harmless from and against any claims, damages, demands, costs, penalties, suits, fines, legal and investigation fees and expenses arising or related to any claim or action for injury, liability, or damage to any person, the environment, or the demised premises from Lessee's occupancy or use of the demised premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or omission of Lessee, its agents, contractors, employees, or invitees in or about the demised premises, except those arising out of the sole negligence or willful misconduct of Lessor, its officers, agents and employees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials (as defined in Section 16 below) caused by Lessee to be present on, under, or about the demised premises. Lessee's indemnity obligations as set forth in this Section 7 shall survive the expiration or termination of this Lease.

Section 8. **As Is.** Lessee agrees to take the demised premises in its present condition, "AS

IS” and without any improvements or modifications required on the part of Lessor, except as provided in Section 5. Lessor makes no representation or warranty, express or implied in fact or by law, to Lessee as to the condition of the demised premises or the fitness of the demised premises for its intended use by Lessee.

Section 9. Insurance. Lessee shall carry insurance against claims for personal injury or death or property damage occurring in or about the demised premises with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars (\$1,000,000) in the event of bodily injury or death of one person and not less than Two Million Dollars (\$2,000,000) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name Lessor as an additional insured by means of an endorsement which states that Lessee’s insurance coverage is primary to all other coverage Lessor may have. Each policy shall also contain a waiver of subrogation rights in favor of Lessor and provide that Lessor be given at least thirty days’ notice before any termination, cancellation or material modification of the policy. Certificates of Insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to the Possession Date. Upon request, Lessee shall provide Lessor copies of any policy required under this Agreement, including all endorsements thereto.

Section 10. Default. In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights Lessor may have at law or in equity, Lessor may re-enter the demised premises and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Lease; upon any such cancellation, all rights of Lessee in and to the demised premises shall cease and terminate.

Section 11. Binding Effect. This Lease is personal to the Lessee and Lessee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the Lease without the prior written consent of the Lessor, which consent may be withheld in the Lessor’s sole and absolute discretion. Any purported assignment or sublease by Lessee of this Lease shall be void ab initio and a basis for immediate termination of this Lease. In the event that the Lessor shall provide such prior written consent to an assignment or sublease by Lessee, any such assignment or sublease shall not relieve Lessee of its obligations under this Lease. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties hereto and covenants are to be construed as conditions of the Lease.

Section 12. Right to Enter. Lessor shall have the right to enter the demised premises to inspect the premises at reasonable times during Lessee’s regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease. Lessor shall also have the right to enter the demised premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure. In addition, Lessor shall have the right to enter the demised premises at any time to respond to any emergency. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the Lessor’s police power.

Section 13. **Governing Laws.** The terms of this Lease shall be interpreted under the laws of the State of Kansas.

Section 14. **Notices.** All notices required herein by or between the parties hereto shall be either hand delivered or deposited in the United States mail, postage prepaid, to the parties at their respective addresses shown below.

Section 15. **Attorney's Fees.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees.

Section 16. **Amendments.** No provision of this Lease may be amended or modified except by an agreement in writing executed by both parties hereto.

Section 17. **Sole Agreement.** This Lease constitutes the sole agreement between the Lessor and the Lessee with respect to the demised premises.

IN WITNESS WHEREOF, the parties have executed the Lease the day and year written above.

LANDLORD:
City Of Junction City, Kansas
700 North Jefferson
Junction City, KS 66441

By: _____
Mayor

Dated: _____
Phone # 785-239-3013

TENANT:
Big Daddy Fireworks, L.L.C.
30 Arapaho
Inman, KS 67502

By: _____
Printed Name: _____

Dated: _____
Phone # 620-728-9494

ATTEST:

Tyler Ficken, City Clerk

Backup material for agenda item:

- c. Consideration of the 2012 Rolling Meadows rate schedule. Parks & Recreation Director Lazear Presenting.

Rolling Meadows Golf Course 2012 Proposed Fee Structure

Comparison to other local courses 2012 rates

Annual Fees	current 2011	Proposed 2012	Stagg Hill	Custer Hill	Salina Muni
Family	\$650.00	\$715.00	\$830.00	\$625.00	packages
Single	\$450.00	\$500.00	\$570.00	\$425.00	Gold Includes
Senior	\$400.00	\$440.00		Civilian	GF+ 20 range tokens
College/Military	\$200.00	\$225.00	student \$115/month	\$525 single	+1lesson
Junior	\$150.00	\$175.00	\$275.00	\$725 family	\$1350 single
			Military \$475 single		\$1650 couple
Cart Storage Elect.	\$430.00	\$475.00	\$700 family	no cart	
Cart Storage Gas	\$380.00	\$425.00	(\$150 Initiation fee)	storage	Silver includes
Cart Trail Fee	\$165.00	\$180.00	Must be full member	facilities	Mon-Fri only GF
Pull Cart	\$3.75	\$4.00	to store cart-3 yr waiting list		Senors only
			Price not available		
Daily Fees				(w/Mil. Connection)	
Weekday GF	\$14.00	\$15.00	\$21.00	\$14.00	\$600 single
Weekday TW GF	\$10.00	\$11.00	\$15.00	\$11.00	\$750 couple
Weekend GF	\$21.00	\$22.00	\$24 Fri-Sun	\$19.00	
Weekend TW GF	\$16.00	\$17.00	\$15 Fri-Sun	\$15.00	Bronze includes
				(Non-Mil connection)	Twilight only
				wd \$17/we \$21	\$49/month with
Club Rental	\$10.00	\$11.00			4 month minimum
Cart Rental 18hole	\$14 per person	\$15 per person	\$25.00	\$14.00	commitment
Cart Rental 9hole	\$8 per person	\$8 per person	\$16.00	\$9.00	
Tournament Fees					
WD Fees					
Just Green Fee	\$17.50	\$20.50			
GF w/ food	\$23.50	\$27.50			
GF w/ cart	\$31.50	\$35.50			
GF w/ cart & food	\$37.50	\$42.50			
	ave: \$27.50	\$31.50			
WE Fees					
Just Green Fee	\$24.50	\$27.50			
GF w/ food	\$30.50	\$34.50			
GF w/cart	\$38.50	\$42.50			
GF w/ cart & food	\$44.50	\$49.50			
	ave: \$34.50	\$38.50			
Tourn. Food	\$6.00	\$7.00			
Tourn Flight Fee*	\$100.00	\$110.00			
*(Coors Open)					

City of Junction City

City Commission

Agenda Memo

1/17/2012

From: John Bernstein, PGA General Manager, Rolling Meadows Golf Course
To: Gerry Vernon, City Manager
Subject: **Proposed 2012 Fee Increases at Rolling Meadows Golf Course**

Objective: Consideration and approval of the 2012 Rolling Meadows rate schedule.

Explanation of Issue: Projected revenues were not budgeted to meet expenditures and have not done so for many years. In an effort to make the course more self-sufficient, staff reviewed our existing fee structure. A recent survey of surrounding area courses conducted by Rolling Meadows staff revealed that Rolling Meadows rates were below average for the area. Along with other operational changes at Rolling Meadows we feel that an increase in rates would provide additional revenue to more closely match our expenditures.

Budget Impact: Based on 2011 participation at Rolling Meadows this increase in rates would equal an estimated \$25,413.50 in additional revenue.

Alternatives:

1. Approve, Disapprove, Modify, or Postpone.

Recommendation: Staff recommends a motion to approve the 2012 Rolling Meadows rate schedule as attached.

Enclosures: Rolling Meadows Golf Course 2012 Proposed Fee Structure

Backup material for agenda item:

- d. Consideration to approve Settlement Agreement and Release with the Sheree L. Hemmingway Trust. City Attorney Logan Presenting.

SETTLEMENT AGREEMENT AND RELEASE

Martin L. Hemmingway and Sheree L. Hemmingway, individually and as Trustees for the Sheree L. Hemmingway Trust (together, "Plaintiffs"), and the City of Junction City, Kansas ("City"), a Kansas municipal corporation (collectively, "Parties"), hereby enter into this Settlement Agreement and Release ("Agreement") on this 30th date of December 2011.

WHEREAS, disputes and differences have arisen between Plaintiffs and the City regarding certain special assessments imposed against Lot Nos. 13-18, Block 3, in the Sheridan Heights Addition to Junction City, Kansas.

WHEREAS, Mr. and Mrs. Hemmingway have filed a lawsuit asserting claims against the City, titled *Hemmingway v. City of Junction City*, Case No. 09CV80, which is pending in the District Court of Geary County, Kansas ("Lawsuit").

WHEREAS, the Parties to this Agreement desire to settle the claims asserted by Plaintiffs against the City and to fully and finally resolve any and all disputes existing among and between them relating to the facts and claims at issue in the Lawsuit.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreement set forth herein, the Parties agree as follows:

1. **Payment.** Within ten business days after this Agreement is fully executed by Plaintiffs, the City will pay to Plaintiffs, collectively or to their designee, a total of \$5,450.00.

2. **Release.** Plaintiffs, individually, as Trustees for the Sheree L. Hemmingway Trust, and/or on behalf of their present and former shareholders, officers, directors, administrators, members, other trusts, trustees, managers, subsidiaries, principals, affiliates, partners, parent and other companies, insurers, sureties, successors, attorneys, representatives, agents, independent contractors, employees, beneficiaries, spouses, heirs and assigns, and any other person, firm, or entity associated therewith, do fully and forever release and discharge the City, as well as its present and former officers, directors, administrators, affiliates, partners, insurers, sureties, successors, attorneys, representatives, agents, independent contractors, employees and assigns, and any other person, firm, or entity associated therewith, from all actions, causes of action, obligations, duties, liabilities, allegations of bad faith, fraud, or violation of any Code, rights, damages, judgments, debts, contracts, claims and demands of whatsoever kind or nature, at law or in equity, whether known or unknown, arising out of or related in any way to the facts and claims at issue in the Lawsuit. Plaintiffs acknowledge and agree that this Release is a general release and that the terms hereof are contractual and not a mere recital.

3. **Dismissal of Claims.** Within ten business days following Plaintiffs' receipt of the payment provided for in Paragraph No. 1 above, Plaintiffs will take action to execute and file the attached Stipulation of Dismissal, With Prejudice, in the Lawsuit.

4. **No Admission of Liability.** The Parties expressly recognize that this Agreement is a compromise of disputed claims and that any covenants, promises, agreements and representations herein made and provided are not to be construed as an admission of any liability or responsibility for, or of the correctness of, any of the claims or arguments that were or may have been asserted in the Lawsuit or any other case, but are made solely for purposes of avoiding the costs and any risks of further litigation.

5. **Authority and Capacity to Execute.** Each of the persons signing this Agreement represents, warrants, and guarantees that he or she has the full and complete authority and capacity to execute the Agreement and bind the party for whom said person is signing. Plaintiffs further represent and warrant that they are the sole and respective owners of the claims they are releasing by and through this Agreement and, further, that there has been no assignment or transfer of those claims, whether by agreement, subrogation, operation of law or otherwise, to any other person or entity.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective trusts, spouses, heirs, successors, assigns, associated companies, agents and representatives.

7. **Entire Agreement.** This Agreement constitutes the full, complete, and entire agreement between and among the Parties. There are no representations, promises, or agreements, whether expressed or implied, oral or written, that are not set forth herein.

8. **Review of Agreement and Understanding Thereof.** The Parties represent that they have carefully read this Agreement and understand its terms and conditions without reservation. The Parties further acknowledge that in entering into this Agreement and making the aforesaid releases, they are relying wholly upon their own judgment, belief, and knowledge, and that they have not been influenced, to any extent whatsoever, by any representations or statements made by any other party to this Agreement or the persons, firms, or corporations who are hereby released. The Parties have had the opportunity to receive the advice of legal counsel before entering into this Agreement and are doing so freely and voluntarily.

9. **Joint Preparation of Agreement.** This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by all the Parties, and any uncertainty or ambiguity shall not be interpreted against any person or entity.

10. **Amendments and Modifications.** No modifications, alterations, or amendments of this Agreement shall be effective unless made in writing and signed by each of the Parties hereto.

11. **Lawful Agreement.** The Parties agree that the covenants, promises, agreements, and representations herein made and provided are lawful and adequate consideration for each other.

12. **Not Subject to Rescission.** The Parties acknowledge and understand that certain facts pertinent to this Agreement may hereafter prove to be other than or different from the facts now known or believed to be true, and the Parties expressly accept and assume this risk and agree that the terms of the Agreement shall be in all respects effective and not subject to termination or rescission by or as a result of any such difference of facts.

13. **Invalidity.** If any provision in this Agreement should be held to be invalid or unenforceable, then such provision shall be made effective to the fullest extent reasonable and practical, and the invalidity or unenforceability of such provision shall not affect the remaining provisions, which shall at all times continue in full force and effect.

14. **Governing Law and Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit involving claims related to or arising under the Agreement must be brought in the District Court of Geary County, Kansas, or the United States District Court for the District of Kansas.


15. **Execution of Additional Documents.** The Parties agree to cooperate fully and to execute any and all supplementary documents, and to take all additional actions and proceedings, whether legal, procedural, or otherwise, that may be necessary, advisable, or appropriate to give full force and effect to the terms and intent of this Agreement.

16. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. A signature made on a faxed copy of the Agreement, or a signature transmitted by facsimile or electronic mail, will have the same effect as the original signature.

17. **Use of Headings.** The Parties understand and agree the headings in this Agreement have been inserted for ease of reference only and do not in any way restrict or modify its terms or provisions.


18. **Time.** Time is of the essence in this Agreement.

19. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which that party may be entitled.

SH. 

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
30th day of December 2011.

[Please Initial Each Page and Sign the Appropriate Signature Page to Follow.]

SH. 

CITY OF JUNCTION CITY, KANSAS

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

St. 

MARTIN L. HEMMINGWAY,
Individually and as Trustee for the
Sheree L. Hemmingway Trust

By: Martin L. Hemmingway

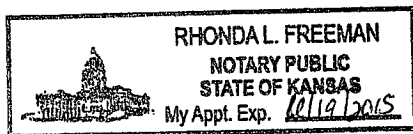
Name: _____

Title: _____

STATE OF Kansas)
) ss:
COUNTY OF Geary)

BE IT REMEMBERED, that on this 30th day of December 2011, before me, the undersigned, a notary public in and for the county and state aforesaid, came Martin L. Hemmingway, personally known to me to be the same person who executed the within and foregoing Settlement Agreement, and that said person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Rhonda L. Freeman
Notary Public

My appointment expires:

5th. [Signature]

SHEREE L. HEMMINGWAY,
Individually and as Trustee for the
Sheree L. Hemmingway Trust

By: Sheree L. Hemmingway

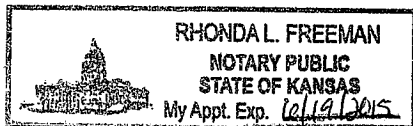
Name: _____

Title: _____

STATE OF Kansas)
) ss:
COUNTY OF Greene)

BE IT REMEMBERED, that on this 30th day of December 2011, before me, the undersigned, a notary public in and for the county and state aforesaid, came Sheree L. Hemmingway, personally known to me to be the same person who executed the within and foregoing Settlement Agreement, and that said person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




Rhonda L. Freeman
Notary Public

My appointment expires:

SH. SH

RELEASE OF ATTORNEYS' LIEN

The undersigned attorney and Firm, Mark Edwards and HOOVER, SCHERMERHORN, EDWARDS, PINAIRE & ROMBOLD state that they are the attorneys for Plaintiffs, Martin L. Hemmingway and Sheree L. Hemmingway, and they hereby release and waive any and all claims and attorneys' liens that they have or may have related to the Lawsuit, *Hemmingway v. City of Junction City*, Case No. 09CV80, which is pending in the District Court of Geary County, Kansas, including any consideration paid pursuant to the foregoing Settlement Agreement, and further represent that there are no other attorneys' liens affecting said litigation and consideration.



Mark Edwards, individually and on
behalf of HOOVER, SCHERMERHORN,
EDWARDS, PINAIRE & ROMBOLD

City of Junction City

City Commission

Agenda Memo

1-9-2012

From: Tyler Ficken, City Clerk
To: City Commission
Subject: Settlement Agreement and Release

Objective: To approve a Settlement Agreement and Release with the Sheree L. Hemmingway Trust.

Explanation of Issue: The City has reached agreement to settle a filed lawsuit titled Hemmingway v. City of Junction City, Case No. 09CV80, which is pending in the District Court of Geary County, Kansas. Upon approval the City will make payment in the amount of \$5,450.00 to the plaintiffs.

Budget Impact: Expenditure of \$5,450.00.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: Staff recommends a motion to approve Settlement Agreement and Release.

Enclosures: Settlement Agreement and Release.